



C. \_\_\_\_ Spring ONLY Agreement. The spring only license agreement for all residence hall areas, occupancy begins at noon on January 12, 2014 and runs through noon on May 17, 2014.

D. \_\_\_\_ Summer Semester Only.

**3. Deposits.** Concurrent with Student's execution of the Room Reservation (when Student reserves a room in the Residence Halls), Student shall pay a \$250 deposit ("Deposit") in order to ensure the faithful performance by Student of all terms and conditions of this License Agreement and other Student obligations to the University. The Deposit must be paid before the Student's room assignment can be made. The University agrees to refund the Deposit to Student within thirty (30) days following Student's move-out of the residence halls if (1) Student has satisfied all of the terms of this License Agreement, including residing in the Residence Hall for the full term of this Agreement, and (2) the room to which the Student has been assigned is left in as good condition as at the time of original occupancy by Student, reasonable wear and tear excepted; (b) Student does not have a Residence Hall and Dining Services License Agreement for the following spring or fall Semester; and (c) Student has satisfied all other financial obligations to the University.

**4. Cancellation of Reservation.** If Student cancels his/her room reservation in writing on or prior to July 1, 2013, for a full academic year reservation, and on or prior to November 1, 2013, for a spring semester only reservation, \$125 of the Deposit will be refunded to Student within thirty (30) days after such cancellation, and \$125 will be forfeited. If student cancels his/her Room Reservation after July 1, 2013, for a full academic year reservation, or after November 1, 2013, for a spring semester only reservation, the entire Deposit will be forfeited. Once a room assignment is made, Student may view his/her assignment by logging into the Housing Portal, selecting the current term application and looking under application status. A key will be available for pick-up to first-year and transfer students on August 22, 2013, and for returning students on August 23, 2013. **Once Student picks up a key to the room it is considered occupied and Student shall be obligated to pay all amounts due under this License Agreement for the full duration of the term of this License Agreement.** If prior to the expiration of the License Agreement, Student ceases to be registered as a student at the University, Student shall (1) become ineligible for residence hall occupancy and must vacate the assigned room within three (3) days of ceasing to be registered; (2) forfeit all amounts due under this License Agreement for the full duration of the term of this License Agreement; (3) forfeit the entire Deposit; and (4) be charged other applicable fees as indicated in section 10 of this License Agreement.

**5. Payments by Student.** Room and meal plan charges will be deducted from Student's financial aid, if applicable. The remaining balance covering occupancy during that particular semester shall be paid in full on or before the first day of the applicable semester. Alternatively, Student can contact the Student Accounts Office, located in the Student Union Building, for additional payment options. Students who do not pay on time will be subject to (1) late fees as outlined by the Student Accounts office and (2) a three (3) day Residence Hall and Dining Services Agreement termination notice.

**6. Occupancy.** Occupancy occurs when Student picks up a key for his/her room assignment. Actual physical occupancy of the room by Student and/or placement of Student's possessions within the room are not necessary to constitute occupancy.

**7. Termination of License Agreement by University.** In addition to any other rights and remedies, University may terminate this License Agreement upon the occurrence of any of the following:

- 7.1 Student fails to pay scheduled room and meal plan payments when due and such failure to pay continues for more than three (3) days after the due date of such payment, except where the University has agreed in writing to extend the due date of such payment; or
- 7.2 Student breaches, violates, fails to perform or otherwise is in default of any of the terms or conditions of this License Agreement; or
- 7.3 Student ceases to be a full-time registered, fee paying student at the University, without written permission to remain in the residence halls from University Housing office; or
- 7.4 Student fails to comply with the rules and regulations set forth in this License Agreement, the Residential Data Connection Privilege Agreement, the Student Code of Conduct, the Residence Hall Handbook, Fire Safety Regulations, or any other University policies or applicable local, state or federal laws; or
- 7.5 Student misrepresents information on Residence Hall Reservation card, this Agreement, or other University of Idaho documents; or
- 7.6 Student fails to respect the rights of fellow residents by creating an atmosphere that is not conducive to the successful pursuit of an academic degree, or engages in disruptive, dangerous or excessively noisy behavior or behavior that intimidates or harasses other people or interferes with the quiet enjoyment of the premises by residents and guests; or
- 7.7 Student is finished with finals at the end of the semester, and is disruptive to other students studying for finals; in which case, Student may be asked to leave within 24 hours.

The University may terminate this License Agreement for any of the above reasons upon giving the student three (3) days written notice. The notice shall state the reason for termination and the date of termination, which must be at least three (3) days after serving the notice. After the date of termination, the University shall be entitled, without further notice, to enter the Assigned Room and repossess the same, and to remove Student and Student's property without any liability for trespassing or otherwise. The three day notice requirement does not apply to the circumstances described in Section 7.7 above.

In the event this License Agreement is terminated in accordance with the provisions of Section 7, Student shall be required to immediately surrender the Assigned Room and all University-owned property to the University under the same terms and conditions as would apply under this License Agreement if the surrender were to take place at the completion of this Agreement. The University may reassign the Assigned Room or any part thereof in the name of the University on such terms and conditions as the University may determine. **TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION SHALL NOT RELIEVE STUDENT OF HIS/HER LIABILITIES AND OBLIGATIONS UNDER THIS AGREEMENT AND SUCH LIABILITIES AND OBLIGATIONS SHALL SURVIVE ANY SUCH TERMINATION.**

Notwithstanding the provisions above, the University specifically reserves the right to immediately remove any individual from the Residence Hall premises if the University, in its sole discretion, determines that the individual presents an immediate danger to himself/herself or others.

**8. Communication/Notice.** All communications between University Housing and Student that is initiated by University Housing, and all notice

required by this License Agreement shall occur exclusively via email, using the Student's official University email account (i.e., "@vandals.uidaho.edu" or "@uidaho.edu"). Notice is deemed received upon delivery to the official email account. Student is expected to and agrees to check his/her official email account daily and respond to all communications from University Housing promptly. Promptness will depend on the specific communication and circumstance, but under no circumstances shall it exceed 72 hours from receipt.

**9. Substitution of Another Student.** This License Agreement may not be assigned. Any attempted assignment shall be void and shall not operate to release Student from Student's obligations under this License Agreement. If Student continues to be registered at University and obtains prior written approval from the University, Student may be released from this License Agreement by finding another qualified student to occupy the assigned room. Substitution of another student is subject to approval by University at its sole discretion. If University approves the substitution of the proposed new student, University shall enter into a license agreement directly with the new student, and Student may be released from his or her further obligations under this License Agreement.

**10. Payment in the Event of Release.** If Student is released from his or her obligations under this Agreement, other than pursuant to Section 7 above, and continues to be a student at the University, Student shall (i) forfeit his/her Deposit, (ii) pay to the University room and meal plan charges accrued through the date of release, and (iii) pay to the University an early release charge of ten dollars (\$10) per day for each day remaining in the term of the License Agreement after the date of termination, which early release charge shall be no less than \$660 and no more than \$1,800 in total.

**11. Partial Refunds of Room and Meal Plan Charges to Students Who Withdraw from University.** If Student withdraws from the University and checks out properly prior to the deadline below, Student may be entitled to a partial refund of room and meal plan charges.

11.1 Residence hall partial refunds are made based on a review of extenuating circumstances and approval by University Housing. Should a partial refund be approved, the refund will be prorated based on the nightly rate of the Assigned Room and will be calculated by reviewing the number of nights remaining on the term of this Agreement after the student has properly checked out. The last date to apply for a Residence Hall partial refund for the fall semester will be October 23, 2013. The last date to apply for a Residence Hall partial refund for the spring semester will be March 9, 2014.

11.2 Meal plan partial refunds are made based on a review of extenuating circumstances and approval by Dining Services and University Housing. Should a partial refund be approved, the refund will be prorated based on daily rate of plan and usage of any flex dollars in your plan.

**12. Requirement to Vacate Residence Halls.** When this License Agreement expires and has not been renewed in writing, or when this License Agreement is otherwise terminated, Student shall immediately vacate the Residence Hall premises and remove all of Student's property. If Student's property remains in or about a Residence Hall after this License Agreement has expired without renewal or has been terminated, Student will be charged for the removal of any property and a reasonable storage fee. If Student's property is not reclaimed, and removal and storage fees are paid, within ten (10) days after the expiration or any termination of this Agreement, it will be treated as abandoned property, and the University may sell or otherwise dispose of such property in any manner without liability. A Student who fails to vacate the Residence Hall premises by the last day of the Agreement shall forfeit the Deposit. Further, if Student remains after the last day of this Agreement without a written extension signed by University, Student will be deemed to be trespassing.

**13. Proper Check-Out.** At the conclusion or termination of this License Agreement, Student must properly check-out of the Residence Hall by returning his/her keys and completing the "Check-out" section of the Room Condition Form with an authorized staff member. Improper check-out shall result in Student being assessed (1) an improper check-out charge of fifty dollars (\$50); (2) a charge for lock changes if keys are not returned on time, and (3) any applicable cleaning and damage charges. Student is not considered checked-out until all keys are returned to University Housing. Student will continue to accrue daily charges until the keys are returned or a lock change has been processed.

**14. Indemnity.** To the extent permitted by law, Student shall indemnify, defend and hold the State of Idaho and University and its governing board, employees, agents and assigns harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Student's part to be performed under the terms of this License Agreement, or arising from any act, negligence, or failure to act of Student or any of Student's agents, relatives, invitees or guests.

**15. Student Responsibility for Repairs.** Student shall be solely responsible for (1) all costs for repair of damage to Student's assigned room, suite and/or the residence hall building or premises not caused through normal wear and tear; and (2) for replacement of damaged or lost property in Student's Assigned Room and/or the Residence Hall. If individual responsibility for the damage/loss cannot be established, cost of repair will be equally divided among the residents of the applicable Assigned Room, suite or Residence Hall.

**16. Room Assignment Decisions.** University Housing reserves the right, at its sole discretion, to make assignments and re-assignments of space within the residence halls and to authorize or deny room and roommate changes. University Housing may reassign Student to a different room at any time for any or no reason. If Student is paying for a double room but finds himself/herself without a roommate, the Student will receive a communication from University Housing laying out the following choices: (1) Student can consolidate by moving to another room to become another student's roommate or by staying in the Assigned Room and receiving another roommate, at Housing's sole discretion; or (2) Student can pay the single room rate and remain in the Assigned Room without having a roommate, subject to Housing occupancy availability. Student must respond within seven (7) calendar days with his/her decision. Failure to respond within the time frame will result in Student being deemed to have selected the second choice and being assessed the single room rate from the time his/her roommate checked out of the room.

**17. Room Changes.** If Student wishes to change rooms during the course of this License Agreement, at his/her own request and not as part of a University Housing re-assignment, he/she may do so at the University Housing office, subject to the conditions and limitations set forth in paragraph 16, above. Room changes may be requested beginning after the first ten (10) days of the semester and are not permitted during the final two (2) weeks of the semester. Room changes will incur a \$25 processing fee, charged to the Student Account.

**18. University Right of Entry.** The University shall in its sole discretion and at all times have the right to enter the Assigned Room without notice or consent of Student when the University has reasonable cause to believe that: (a) there exists an immediate threat to the health, safety or property of Student, the other occupants of the Assigned Room, or the Residence Hall, or (b) University or private property is at risk of damage or destruction. In addition, Student authorizes University personnel to enter the Assigned Room to close and secure it, to make necessary or desirable repairs, to show the

room to prospective residents, for routine or other maintenance, for routine inspections, and for other purposes as deemed necessary or desirable by University.

**19. Firearms, Fireworks, and Explosive Devices and Substances.**

Firearms and dangerous weapons are strictly prohibited in the Residence Halls and surrounding areas, including in private vehicles parked on University property. Dangerous weapons include, but are not limited to, non-culinary knives, air rifles, BB guns, pellet guns, paintball guns, nunchucks, throwing stars, swords, or archery equipment. Firearms and weapons are further defined in the Student Code of Conduct. The Moscow Police Department offers a 24 hour gun storage/retrieval service at the Police Campus Substation (208-885-7074). Fireworks, gun powders (including ammunition), explosives, gasoline, and other explosives or flammable liquids/gases also are strictly prohibited within the Residence Halls and surrounding areas. This prohibition includes possession, storage and use of these items. Violations of this provision or the University's policies regarding these items may be referred to the University Judicial Council and may result in the immediate termination of your Residence Hall and Dining Services License Agreement. University Housing personnel may confiscate without liability (i) any prohibited item, or (ii) any item used for purposes of intimidation or harassment.

**20. Fire or Casualty Loss.** If Student's Assigned Room should at any time be rendered uninhabitable in whole or in part by fire or other casualty, the University may, at its option, either immediately terminate this License Agreement without liability to Student, or repair and replace the damaged room within a reasonable time. Alternatively, the University may, at its option, find alternative suitable housing for Student.

**21. Occupants.** Student acknowledges and agrees that only Student and any suitemate/roommate who may be assigned by the University at its discretion will be permitted to occupy the Assigned Room. No other occupants shall be permitted without the prior written approval of the University.

**22. Pets.** No cats, dogs or any other animals, fowl or reptiles (except fish) shall be permitted in the Assigned Room or the Residence Hall buildings. Upon prior written approval by University Housing, an exception to this policy may be made to comply with disability laws.

**23. Smoking.** Smoking is prohibited inside all of the residence hall facilities. Smoking is permitted outside of the buildings but must be from at least 25 feet away from any entrances, air intakes or windows.

**24. Personal Property and Insurance.** The University shall not be liable for loss of or damage to Student's personal property, wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other casualty or cause. Student is encouraged to obtain insurance adequately covering loss of or damage to Student's personal property. University does not provide such coverage.

**25. Severability/Non-Waiver/Remedies Cumulative.** This License Agreement is intended to comply with all applicable laws. If any one or more of the provisions of this License Agreement shall be held invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this License Agreement shall not be affected. The failure of the University to exercise any right or remedy shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this License Agreement required to be performed by Student and no breach thereof shall be waived, altered or modified except by the express written agreement of the University. The receipt of payments by the University with the knowledge of the breach of any terms, covenants or conditions of the License Agreement shall not be deemed a waiver of such breach. Remedies of the University under the terms of this License Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

**26. Conviction of a Crime.** Student must notify University Housing in writing if he/she has ever been convicted of a crime or is currently charged with a crime (the term "conviction" will be interpreted broadly and will include pleas of no contest, deferred adjudications, withheld judgments and similar dispositions, whether occurring as an adult or a juvenile). Student must provide University Housing a statement with a complete description of his/her actions and full details of the charges/sanctions against him/her. Failure to notify University Housing of a criminal conviction prior to University Housing occupancy or immediately upon being charged with or convicted of a crime during University Housing occupancy may be grounds for denial of, or immediate removal from, University Housing.

Once University Housing has been notified by a Student that he/she has been convicted of a crime or is currently being charged, the matter will be reviewed. The University shall at all times have the right to determine in its discretion if Student is eligible to occupy a University residence.

**27. Costs.** Student shall pay all costs, including attorneys' fees and costs and collections agency fees and costs, incurred by the University in the collection of charges due under this License Agreement, repossession of the Assigned Room, and enforcement of the terms and conditions of this Agreement. Additionally, in the event of litigation relating to the subject matter of this License Agreement, including but not limited to a challenge to any term contained in this License Agreement, Student shall reimburse the University for all costs, including attorneys' fees and costs, resulting therefrom should the University be the prevailing party. The term "prevailing party" as used in this License Agreement means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment. If a written settlement offer by the University is rejected and the judgment or award finally obtained is equal to or more favorable to the University than an offer made in writing to settle, the University is deemed to be the prevailing party from the date of the offer forward.

**28. Venue/Governing Law/Waiver of Jury Trial.** This License Agreement shall be governed by the laws of the State of Idaho, without regard to its conflicts of law principles. Venue of any legal action relating to the subject matter of this License Agreement shall rest exclusively in Latah County, Idaho. Student waives any objection to venue in such court, and further waives any right to a trial by jury.

**29. Counterparts.** This License Agreement may be signed, including electronically signed, in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

**THIS IS A LEGALLY BINDING LICENSE AGREEMENT AND IS IN EFFECT FOR THE FULL TERM OF THE AGREEMENT SELECTED IN SECTION 2 OF THIS LICENSE AGREEMENT.**

**By signing below, I acknowledge that I was given enough time and opportunity to consult with an attorney regarding this License Agreement, and that I have read, understand and agree to all terms and conditions of this Residence Hall and Dining Services License Agreement.**

Student Signature

Date

Housing Officer Signature

Date

\_\_\_\_\_  
Parent or Guardian Signature (if student is under 18 years of age)

\_\_\_\_\_  
Title

**RELEASE UNDER FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT OF 1974 (FERPA):**

**If, during the term of this License Agreement, a University staff member has reason to believe that I am engaging or have engaged in illegal activity or that illegal activity is occurring or has occurred in my Assigned Room, I hereby give permission to University staff to release any information about me, including but not limited to incident reports, room location, and other information from my education records, as requested by law enforcement in order to assist in the investigation of the incident.**

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

The University of Idaho has a policy of non-discrimination on the basis of race, color, national origin, religion, sex, gender identity or expression, age, disability, or status as a Vietnam-era veteran. This policy applies to all programs, services, and facilities, and includes, but is not limited to, applications, admissions, access to programs and services and employment. Discrimination is further prohibited by Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act Amendments of 1978, the Americans with Disabilities Act of 1990 and the ADA Amendments Act, the Civil Rights act of 1991, and other state and federal laws and regulations. Questions and concerns about the application of these laws and regulations may be directed to the Human Rights, Access, and Inclusion office 885-4285, the Office of Civil Rights, U.S. Department of Education, or to the Office of Federal Contract Compliance Programs, U.S. Department of Labor.